

Lead Counsel

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Co-Counsel

Mark Morrison, Bar Number 152561
220 Second ST, No. 30
Langley, WA 98260
Tel 360-221-0253
Fax 360-851-2010
mark@markmorrisonlaw.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MARK MORRISON, an individual;

Plaintiff,

vs.

ULI ZANGPO, an individual;

Defendants.

) **Case No: 3:08-CV-1945-EMC**

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**SECOND DECLARATION OF MARK
MORRISON IN SUPPORT OF
OPPOSITION TO DISMISS DUE TO
LACK OF JURISDICTION**

Date: July 23, 2008

Time: 10:30 a.m.

Courtroom: C, 15th FLR

DECLARATION OF MARK MORRISON

I, MARK MORRISON, hereby declare under penalty of perjury as follows:

1. I, MARK MORRISON, am an attorney at law duly licensed to practice before all courts of the State of California. I am a sole practitioner.
2. I have personal knowledge of the facts set forth herein, and if called upon to do so, I could competently testify to the same.

- 1 3. As proof of my Washington citizenship, I am attaching the following documents: Driver's
2 License of Mark Morrison; Driver's License of Kim Morrison (wife); telephone bill
3 (address is a paid for mail box for business and privacy); Whidbey Island Waldorf
4 Application for Jess Morrison (daughter); Whidbey Island Waldorf Application Jake
5 Morrison (son); Latest processed Whidbey Island Waldorf School; Langley, Washington
6 residential lease (address removed for privacy); Latest processed rental check
7
- 8 4. I am taking the allegations in Neil Bloomfield's comments seriously as they address two
9 issues dear to me: my life and my family.
- 10 5. I have taken great precautions to protect my privacy due to the fact that Uli did in fact
11 make a threat against my life regardless of how the Fairfax police department handled it.
12 I have never had a threat against my life and it is has caused a great amount of anxiety
13 and distress for my wife and me; hence, I was reluctant to make the attached documents
14 public.
- 15 6. I felt my declaration under oath was sufficient considering the fact that if any are proven
16 false, I could lose my California Bar license, which is my primary source of income to
17 support my family.
- 18 7. As Neil Bloomfield has made such serious allegations against my character and integrity
19 that could affect my life and livelihood, I will personally appear at the July 23, 2008
20 hearing with my driver's license and supporting documents available for this Court's
21 personal review.

22 Dated: 7-11-08

23 By: /s/Mark Morrison
24 Mark Morrison

WASHINGTON DRIVER LICENSE

LIC # ~~XXXXXXXXXX~~ EXP 10-08-2012

~~XXXXXXXXXX~~ MORRISON KIM SCHREIBER



LANGLEY WA 98260

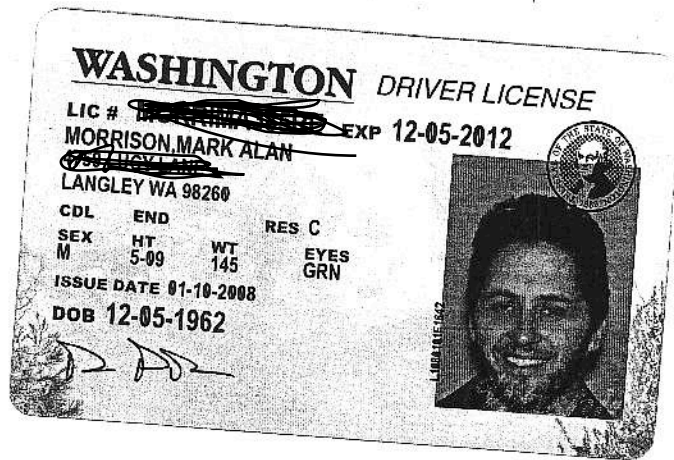
CDL	END	RES	
SEX	HT	WT	EYES
F	5-05	125	BRN

ISSUE DATE 01-10-2008

DOB 10-08-1967

Kim Morrison







Address Service Requested

 6037006477 PRESORT SDG P1 C21 <83>
5645 1 AV 0.312

 MARK - KIM MORRISON
220 2ND ST # 30
LANGLEY WA 98260-8664
Previous Balance

Previous Balance	\$416.57
Mar 6 Wire Transfer	\$307.32CR
Mar 14 Payment	\$109.25CR
Balance Forward	\$0.00

New Charges

Local Telephone Service	\$63.90
Internet & Broadband	\$42.21
Total New Charges	\$106.11

Amount Due	\$106.11
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A late charge will be applied if payment is not received prior to the 26th of the month.

Please detach and return bottom portion with your payment


☐ Check here for address or payment method change (see back for details).

 MARK - KIM MORRISON
220 2ND ST #30
LANGLEY WA 98260
**Your Account**

Statement Date:	04/01/2008
Invoice Number:	2774989
Account Number:	0118226
Payment Due Date:	04/25/2008
Amount Due:	\$106.11



Service: (360) 321-1122 or wtccs@whidbeytel.com
Billing: (360) 321-3333 or billing@whidbeytel.com
Toll Free: (866) 548-7760
TTY: 711
Website: www.whidbey.com

Safeguarding Customer Account Information

In an ongoing effort to safeguard customer account information, Whidbey Telecom, in compliance with FCC regulations, requires all persons requesting account information to verify their identity as the account holder or as a person authorized to have access to such account information.

When you visit or call Whidbey Telecom to request account information, you will be asked for some or all of the following information in order to verify your identity and authority:

- Valid government-issued photo ID
- Subscriber Verification Code (SVC)*
- Accurate responses to questions regarding your account

*Your designated Subscriber Verification Code (SVC) is one of the best methods to protect and allow only authorized access to your Whidbey Telecom account information. To establish your SVC, you may visit or call a Whidbey Telecom Customer Service Center. When visiting to establish your SVC, please bring valid government-issued photo ID. When calling to establish your SVC, you must call from the telephone service number of record.

Please watch for additional announcements concerning ways to obtain your Subscriber Verification Code.

Thank you for the privilege of serving you! Whidbey Telecom

**Thank You For Your Payment!**

Statement Date:	04/01/2008
Invoice Number:	2774989
Account Number:	0118226
Payment Due Date:	04/25/2008
Amount Due:	\$106.11

Amount Enclosed:	\$
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Please make checks payable to Whidbey Telecom. Do Not Mail Cash.


 Whidbey Telecom
PO Box 329
Langley, WA 98260-0329


Whidbey Island Waldorf School PO Box 469, Clinton, WA 98236 Phone: 360-341-5686 Fax: 360-341-5689 waldorf@whidbey.com	
APPLICATION FOR ENROLLMENT <i>Please PRINT all information. For legibility use Black Ink</i>	
DATE: <u>2/27/07</u>	
CHILD'S Full Name: <u>Jake Morrison</u>	Birth Date: <u>1/17/02</u>
Home Address: <u>524 San Anselmo Ave #224</u> <u>San Anselmo, CA 94960</u>	
Mailing Address: (if different than above): <u>Same</u>	
Home Phone: <u>415-460-1056</u>	Cell Phone: <u>415-686-3518</u>
E-Mail: <u>mark@markmorrisonlaw.com</u>	
Grade Applying for: <u>K</u>	Date you wish to begin: <u>Sept-07</u>
If applying for Pre-School (Berry Patch) of Kindergarten Classes, please indicate preference for # of days per week. (1 - most preferred; 2 - less; 3 - least; X - not willing to consider. X may affect our ability to offer space.	
Berry Patch: <u>2</u> or <u>3</u> (There is currently no 5-day program.)	Kindergarten: <u>2</u> 3 or <u>1</u> 5 days.
Ethnicity (Optional - for state reports. Choose one.) <u>Black</u> <u>Asian</u> <u>American</u> <u>Indian</u> <u>Hispanic</u> <u>X</u> <u>White</u>	
If Parent's are divorced, separated or not married, which parent has legal custody? <u> </u> Father <u> </u> Mother	
FATHER'S NAME: <u>Mark Morrison</u>	
Address (if different than above): <u>Same ↑</u>	
Home Phone: <u> </u>	Work Phone: <u>415-460-1056</u>
E-Mail Address: <u>mark@markmorrisonlaw.com</u>	

cell
415
686-2763

Whidbey Island Waldorf School

Page 2 of 3

MOTHER'S NAME:

Address (if different than above):

Same

Home Phone:

415-460-1056

Work Phone:

Cell 415-686-3518

E-Mail Address:

shedancer@gmail.com

SIBLINGS:

JESS morrison
(sister)

AGE

8.5

SCHOOL

Lagunitas - Waldorf Inspired
School Program.marina morrison
(sister)

4 months

Family Physician:

pediatric Alternatives

Phone:

415-380-8448

Karen or Bill

Emergency Contact:

360-579-1413

Phone:

Parents Evaluation of Child's Health (include recent changes):

Excellent

Previous Schools attended:

SCHOOL NAME

ADDRESS

GRADES

DATES

Garden's Nest
Waldorf Inspired preschool

Woodacre, CA

05-07

Why have you selected this school:

we love to be near water and our friends Karen and Bill

How did our school come to your attention?

Karen Benson and Bill Hagobian

List your child's recent hobbies, interests, activities:

Jake loves dinosaurs, running, playing, hugging, doing puzzles, climbing, animals and eating.

List your child's strengths:

Jake has a lot of energy and love to give. He also has a very sweet heart. Jake is funny and charming. He loves to...

List your child's weaknesses:

At times Jake has a challenge with changes

Please offer an additional information that is important for the teacher's full understanding of your child:

Parents Signatures:

Father:



Date:

2/27/07

Mother:

 Kim Morrison

Date:

2/27/07

The acceptance of a child as a student into the school is subject to an interview between parents, child and faculty representatives. Please return this enrollment application to the school office with a \$50.00 non-refundable application fee. This fee is a one-time fee per family and includes siblings.

Whidbey Island Waldorf School

Page 1 of 3

Whidbey Island Waldorf School
 PO Box 469, Clinton, WA 98236
 Phone: 360-341-5686
 Fax: 360-341-5689
 waldorf@whidbey.com

APPLICATION FOR ENROLLMENT

Please PRINT all information. For legibility use Black Ink

DATE:

2/27/07

CHILD'S Full Name:

Jesse Morrison (Gr1)

Birth Date:

7/24/98

Home Address:

524 San Anselmo Ave #224

San Anselmo, CA 94960

Mailing Address: (if different than above):

↑

Home Phone:

415-460-1056

Cell Phone:

415-686-3518

E-Mail:

mark@markmorrisonlaw.com

Grade Applying for:

3rd

Date you wish to begin:

Sept - 07

If applying for Pre-School (Berry Patch) of Kindergarten Classes, please indicate preference for # of days per week.
 (1 - most preferred; 2 - less; 3 - least; X - not willing to consider. X may affect our ability to offer space.

Berry Patch: ____ 2 or ____

3 (There is currently no 5-day program.)

Kindergarten: ____ 3 or ____ 5 days.

Ethnicity (Optional - for state reports. Choose one.) ____ Black ____ Asian ____ American
 Indian

Hispanic ☒ White

If Parent's are divorced, separated or not married, which parent has legal custody?

____ Father ____ Mother

FATHER'S NAME:

mark morrison

Address (if different than above):

↑

Home Phone:

415-460-1056

Work Phone:

←

E-Mail Address:

mark @ markmorrisonlaw.com

cell
 415-686-
 2763

MOTHER'S NAME: Kim Morrison			
Address (if different than above): Same			
Home Phone: 415-460-1056		Work Phone: Cell 415-686-3518	
E-Mail Address: she.dancer@gmail.com			
SIBLINGS:		AGE	SCHOOL
Jake Morrison		5	Garden's Nest
marina Morrison		4 months	
Family Physician: Pediatric Alternatives		Phone: 415-380-8448	
Emergency Contact: KAREN or Bill 360-579-1413		Phone:	
Parents Evaluation of Child's Health (include recent changes): Excellent			
Previous Schools attended:			
SCHOOL NAME	ADDRESS	GRADES	DATES
Lagunitas Waldorf Inspired program	Lagunitas CA	K-2	04-07
Waldorf School of Orange County	Costa Mesa, CA	3-4	3 day/5 day (Kindy)
Why have you selected this school:			
We love to be near water and our friends Karen and Bill 02-04			
How did our school come to your attention?			
Karen Benson and Bill Hagobian			
List your child's recent hobbies, interests, activities:			
Jess loves reading, baking, knitting, horses, babies, younger children, climbing, faeries, art of all kind, animals and family.			
List your child's strengths:			
Jess knows what she wants and is not afraid to express her desires. She is sensitive and caring.			
List your child's weaknesses:			
Sometimes in large groups she is shy.			

Jess, at times, in this circumstance

Whidbey Island Waldorf School

Page 3 of 3

Please offer an additional information that is important for the teacher's full understanding of your child:

Parents Signatures:

Father:



Date:

2-27-07

Mother:

Kim Morrison

Date:

2/27/07

The acceptance of a child as a student into the school is subject to an interview between parents, child and faculty representatives. Please return this enrollment application to the school office with a \$50.00 non-refundable application fee. This fee is a one-time fee per family and includes siblings.

RESIDENTIAL LEASE

LEASE AGREEMENT, entered into between Scott S. Burnett and Marie E. Burnett (Landlord) and Mark A. Morrison and Kim Schreiber Morrison (Tenant).

For good consideration it is agreed between the parties as follows:

1. **Location:** Landlord hereby leases and lets to Tenant the premises described as follows: the Strawbale house located at ~~1400 1st Ave~~ Langley, WA 98221

2. **Term:** This lease shall be for a term of 2 year(s), commencing on August 1, 2007. Both parties shall have the opportunity to change this to a 1 year lease with notification, in writing, by April 1, 2008. After that date the term of 2 years shall be assumed.

3. **Rent:** Tenant shall pay Landlord monthly payments of \$1500 each, payable monthly on the first day of each month in advance. Payments should be sent to 3020 I Avenue, Anacortes, WA 98221. Tenant shall pay the first and last month's rent and a security deposit of \$1,000 to be returned upon termination of this Lease and the payment of all rents due and performance of all other obligations.

4. **Utilities and Services:** Tenant shall at its own expense provide all utilities and services: Tenant must pay promptly as they become due all charges for furnishing all public utilities (water, power, garbage, propane, phone) to the premises during the lease term.

The tenant shall make payments for Water directly to the Landlord (added to the monthly payment) in the amount of \$15.00 per month.

The Landlord agrees to provide a full tank of propane at the time that the Tenant occupies the home. The Tenant agrees to leave a full tank of propane at departure.

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or the Apartment or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption--and any other inability on our part to fulfill our lease obligations resulting from any such cause--will not be considered an eviction or disturbance of Tenant's use and possession of the Apartment, or render us liable to you for damages, or relieve you from performing your lease obligations.

5. Tenant further agrees that:

a) **Condition of Premises:** Upon the expiration of the Lease it shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises.

b) **Assignment or Subletting:** Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.

c) **Alterations:** Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.

d) **Compliance with Law:** Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises.

e) **Tenant's Conduct:** Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.

f) **Pets:** Tenant may have pets with permission by the Landlord.

g) **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

7. **Subordination:** This Lease shall be subordinate to all present or future mortgages against the property.

8. **Time of Essence:** Time is of the essence in this agreement.

9. **Indemnity:** Tenant will indemnify and hold Landlord and Landlord's property--including the leased premises--free and harmless from any liability for injury to or death of any person, including Tenant, or for damage to property arising from Tenant's using and occupying the premises or from the act or omission of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent.

10. **Binding of Heirs and Assigns:** Subject to the provisions of this lease against assignment of Tenant's interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.

11. **Rights and Remedies Cumulative:** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12. **Washington Law To Apply:** This agreement is to be construed under Washington law, and all obligations of the parties created under this lease are performable in Island County, Washington.

13. **Legal Construction:** If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.

14. **Prior Agreements Superseded:** This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

15. **Amendment:** No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.

16. **Additional Lease terms:**

a.) the Tenant understands that there is a working alpaca ranch on the premises.

b.) the Tenant shall not have any primary responsibility for the care of the Alpacas.

c.) the Tenant understands that there will be daily access to the property by the Landlord and their agents for care of the alpacas. This access does not include the Strawbale House.

- d.) the Tenant will not have access to the small mobile/add-on that also sits on the property.
- e.) the Tenant will notify the Landlord of any problems with the physical residence in a timely manner.

Signed this 18th day of June, 2007.

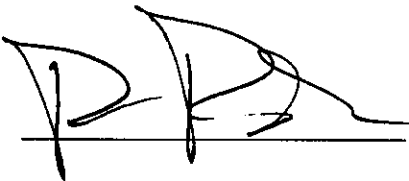
IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first above written.


LANDLORD

Scott S. Burnett _____ (Signature)
Date _____

Marie E. Burnett _____ (Signature)
3020 I Ave, Anacortes, WA 98221 Date _____

TENANT

Mark A. Morrison  _____ (Signature)
Date 6-19-07

Kim Schreiber Morrison  _____ (Signature)
524 San Anselmo Ave. #224, San Anselmo, CA 94960 Date 6-21-07

- d.) the Tenant will not have access to the small mobile/add-on that also sits on the property.
- e.) the Tenant will notify the Landlord of any problems with the physical residence in a timely manner.

Signed this 18th day of June, 2007.

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first above written.

LANDLORD

Scott S. Burnett _____ (Signature)

Date _____

Marie E. Burnett _____ (Signature)

3020 I Ave, Anacortes, WA 98221

Date _____

TENANT

Mark A. Morrison  _____ (Signature)

Date 6-19-07

Kim Schreiber Morrison  _____ (Signature)

524 San Anselmo Ave. #224, San Anselmo, CA 94960

Date 6-21-07

Latest Rent Check

MARK ALAN MORRISON
KIM SCHREIBER MORRISON
 220 2nd St 30
 Langley, WA 98260-8664

3045
 19-864/T250 3882
 9524379056

6/7/08 DATE

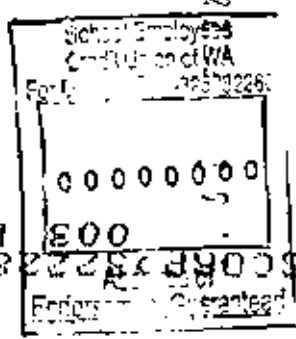
Pay to the order of Scott Burnett \$ 1500.00
Fifteen hundred and 00/100

WELLS FARGO Wells Fargo Bank, N.A.
 Washington
 wells-fargo.com

FOR July Rent Kim Morrison

⑆125008547⑆ 9524379030⑈ 03045 ⑈0000150000⑈

82 - 992280528
 0865500012 5 961
 0808274379029808
 1221-0527-84
 0342719546



Handwritten signature/initials

Latest Payment to Whidbey Island Waldorf School

122000166
05/13/2008
4527585485

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

05/12/2008 05:55:55
00000000000000000000

MARK ALAN MORRISON
KIM SCHREIDER MORRISON
220 2nd St.
Lacey, WA 98604-6664

221-8030

3028
#BXNDZCZS 4640
05/07/2008

Paid to
the order of WWSW

ONE Thousand two hundred Fifty three and 13/100 Dollars A 100

5/8/08 DATE
1253.13

FOR DEPOSIT ONLY
Do Not Write On This Side

FUSS/SS/JRK morrison Kim Morrison

⑆125008547⑈ 9524379030⑈ 03028

411250085471: 952437903013028 100001253131

11220001166 05/13/2008
6567505965

Pay to the order of
Whidbey Island Bank
Clinton, WA 98238
For Deposit Only
Whidbey Island Middle School
0967-009424

1251055504
WIB 0090700524
0005481810 05/12/2008

1251055504
0000000000001610

Do not endorse or write below this line.